

U. S. DEPARTMENT OF ENERGY

OAKLAND OPERATIONS OFFICE

BILLING INSTRUCTIONS -- COST-REIMBURSEMENT TYPE CONTRACT

1. Introduction. These instructions are provided for use by Contractors in the preparation and submission of vouchers or invoices requesting reimbursement for work performed under cost-reimbursement type contracts. Compliance with these instructions will reduce correspondence and other causes for delay to a minimum and will thus promote prompt payments to the Contractor.
2. Voucher Form. In requesting reimbursement, Contractor shall use Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal (see Exhibit A, Page 1 of 2), and its continuation sheet, SF 1035 (see Exhibit A, Page 2 of 2), supported by a Statement of Cost (see Exhibit B). An acceptable substitute (which provides the same necessary information as found in Exhibit A and B of these instructions) may be used provided the written consent of the Contracting Officer is first obtained.
3. Preparation
  - a. SF 1034 shall be completed in accordance with the following instructions notations (see counterpart notations on Exhibit A, Page 1 of 2):
    - (1) Leave blank.
    - (2) Enter voucher number (number consecutively, commencing with "1").
    - (3) Enter date voucher was prepared.
    - (4) Enter contract number and date of contract award.
    - (5) Enter Contractor's name, mailing address, and telephone number of office to which payment is to be sent. This must be the same as stipulated in the contract.
    - (6) If a task order or project agreement is involved in the billing, enter the number and date thereof; otherwise leave blank.
    - (7) Identify billing period covered (e.g., "January 19\_" or "January - March 19\_").

(8) Enter dollar amount.

- b. The Statement of Cost shall be completed substantially as shown in Exhibit B, making due allowance for the Contractor's cost accounting system. Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the contract. Indirect costs claimed shall reflect actual experience, but in no event shall exceed those approved for billing purposes by the Contracting Officer. Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require. For "Capital Equipment" and "Other Nonexpendable Equipment" supporting schedules shall be provided, including all information required by 41 C.F.R. 109 (See publication DOE/MA-0003, Management of Government Property in the Possession of Off-site Contractors (DOE-PMR 109-60)) so that prior approval of purchases may be verified, and schedules of Government property under the contract may be revised as required.

If contractual effort is performed under Orders issued against the contract (i.e., Task Orders, Work Orders, etc.) a separate Statement of Cost shall be completed for each order under which reimbursement is requested. In addition, a "Consolidated Statement of Cost" identified accordingly (substantially as shown in Exhibit B) shall be submitted which reflects the total of all Task/Work Orders and shall be modified as follows:

- (1) Change title to:

STATEMENT OF COST -- TASK/WORK ORDER NO. \_\_\_\_\_

- (2) Change "Contract Amount (face value)" to "Task/Work Order Amount (face value)"

- (3) Under "Amount Authorized for Expenditure (obligated)":

(a) Change "Basic Contract" to "Basic Task/Work Order"

(b) Change "Contract to Date" to "Task/Work Order to Date"

- (4) Delete CERTIFICATION

- (5) Add an attachment which gives the following breakdown for each direct labor category used under the Task/Work Order:

	Claimed for this	Cumulative Claimed Through
<u>Direct Labor</u>	<u>Billing Period</u>	<u>This Billing Period</u>
<u>Category</u>	<u>Hrs. Rate. Total</u>	<u>Hrs. Period</u>

- c. Level-of-effort Contracts: For Level-of-effort type contracts, Contractors shall include a formula/explanation showing how the fee payment requested was determined (e.g., total hours delivered/provided divided by total hours to be delivered times total contract fee less any previous fee payment).
  - d. All other Cost-Reimbursement Type Contracts: For all other cost-reimbursement type contracts, the Contractor shall state the percentage of completion, show the basis of rationale used in arriving at that percentage of completion, and show the calculation used in arriving at the requested fee payment.
4. Invoicing. Consistent with the DEAR 952.216-7 Allowable Cost and Payment clause in this contract, an invoice or voucher may be submitted as work progresses but (except for small business concerns) not more often than once every 2 weeks; small business concerns may submit an invoice or voucher more often than once every 2 weeks.
  5. Submission.
    - a. The Contractor shall submit an original invoice or voucher to:  
  
U.S. Department of Energy  
Albuquerque Operations Office  
Attn: AFSC/VGST  
P.O. Box 5328  
Albuquerque, NM 87185-5328
    - b. The Contractor shall submit two (2) copies of the invoice or voucher for approval, each supported by a Statement of Cost, to the following address:  
  
U.S. Department of Energy  
Oakland Operations Office  
Contracts, Acquisition and Property Division  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208  
Attn: Contracts, Acquisition and Property Division

- c. The Contractor shall contact the cognizant Contract Specialist if assistance is needed for invoice or voucher submission.
- d. The certification of the Statement of Cost (or Consolidated Statement of Cost if Task/Work Orders are involved) attached to the original voucher must be signed by a responsible official of the Contractor.
- e. The certification of the Statement of Cost (or Consolidated Statement of Cost) should include the name and telephone number of the Contractor's contact for resolution of questions.
- f. To be considered a proper invoice, the invoice or voucher must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of paragraph (a)(4) of the FAR 52.232-25 Prompt Payment clause in this contract and repeated below verbatim for administrative convenience:
  - (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
  - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
  - (vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
  - (viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

EXHIBIT A  
PAGE 1 OF 2

**PUBLIC VOUCHER FOR PURCHASES AND  
SERVICES OTHER THAN PERSONAL**

STANDARD FORM 1034 REVISED JANUARY 1990 DEPARTMENTAL OF THE TREASURY 1 FORM 4-2000 1034-118		VOUCHER NO.  (2)					
U.S. DEPARTMENT, BUREAU OR ESTABLISHMENT AND LOCATION  U.S. DEPARTMENT OF ENERGY OAKLAND OPERATIONS OFFICE FINANCIAL MANAGEMENT DIVISION 1301 CLAY STREET, ROOM 700N OAKLAND, CA 94601		DATE VOUCHER PREPARED  (3)		SCHEDULE NO  (1)			
		CONTRACT NUMBER AND DATE  (4)		PAID BY   (1)			
		REQUISITION NUMBER AND DATE  (1)					
PAYEE'S NAME AND ADDRESS  (5)		DATE INVOICE RECEIVED (1)					
		DISCOUNT TERMS					
		PAYEE'S ACCOUNT NUMBER (1)					
SHIPPED FROM		TO		WEIGHT		GOVERNMENT B/L NUMBER	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(ENTER DESCRIPTION, ITEM NUMBER OF CONTRACT OF FEDERAL SUPPLY SCHEDULE, AND OTHER INFORMATION DEEMED NECESSARY)</i>		QUA N- TITY	UNIT PRICE COST PER		AMOUNT
(6)	(7)	FOR REIMBURSEMENT OF COSTS INCURRED UNDER THE ABOVE-CITED CONTRACT AS DETAILED IN ATTACHED SUMMARY OF COSTS.			(1)		(8)
(USE CONTINUATION SHEET(S) IF NECESSARY)		(PAYEE MUST NOT USE THE SPACE BELOW)		TOTAL			
PAYMENT: (1) 9 PROVISIONAL 9 COMPLETE 9 PARTIAL 9 FINAL 9 PROGRESS 9 ADVANCE	APPROVED FOR	\$ (1)	EXCHANGE RATE	\$1.00	DIFFERENCES (1)	(8)	
	BY						
		(1)	AMOUNT VERIFIED, CORRECT FOR				
	TITLE	(1)			(SIGNATURE OR INITIALS)	(1)	
PURSUANT TO AUTHORITY VESTED IN ME, I CERTIFY THAT THIS VOUCHER IS CORRECT AND PROPER FOR PAYMENT. (1) (1) (1) (DATE) (AUTHORIZED CONTRACTING OFFICER) (TITLE)							
ACCOUNTING CLASSIFICATION (1)							
P A I D  B Y	CHECK NUMBER (1)	ON ACCOUNT OF U.S. TREASURY (1)		CHECK NUMBER (1)	ON (NAME OF BANK) (1)		
	CASH \$ (1)	DATE (1)		PAYEE'S	(1)		
1. WHERE STATED IN FOREIGN CURRENCY, INSERT NAME OF CURRENCY. 2. IF THE ABILITY TO CERTIFY AND AUTHORITY TO APPROVE ARE COMBINED IN ONE PERSON, ONE SIGNATURE ONLY IS NECESSARY. OTHERWISE THE APPROVING OFFICER WILL SIGN IN THE SPACES PROVIDED, OVER HIS OFFICIAL TITLE. 3. WHEN A VOUCHER IS RECEIVED IN THE NAME OF A COMPANY OR CORPORATION, THE NAME OF THE PERSONS WRITING THE COMPANY OR CORPORATE NAME AS WELL AS THE CAPACITY IN WHICH HE SIGNS MUST APPEAR. FOR EXAMPLE: "JOHN DOE COMPANY, PER JOHN SMITH SECRETARY", "TREASURER", AS THE CASE MAY BE.					PER (1)		
					TITLE (1)		

Privacy Act Statement

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligations.

PREVIOUS ADDITIONAL UNUSABLE

NSN 7540-00-434-42900

EXHIBIT A  
Page 2 of 2

Standard Form 1035 September 1973 4 Treasury FRM 2000 1035-110		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b> CONTINUATION SHEET				VOUCHER NO
						SCHEDULE NO
						INST NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract of Federal supply schedule, and other references deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT
				COST	PER	

## EXHIBIT B

Page 1 of 2

## STATEMENT OF COST

The ABC Company  
Anywhere, U.S.A., 01234

Contract No. \_\_\_\_\_  
Voucher No. \_\_\_\_\_

Contract Amount (Face Value): \_\_\_\_\_ Amount Authorized for  
Expenditure (Obligated): \_\_\_\_\_

Estimated Cost	\$ _____	Basic Contract	\$ _____
Fixed-Fee (if any)	\$ _____	All Modifications	\$ _____
Total	\$ _____	Contract to Date	\$ _____

Period of Performance Covered by This Billing: \_\_\_\_\_

<u>Claimed Costs</u>	<u>Claimed for This Billing Period</u>	<u>Cumulative Claimed Through This Billing Period</u>
Direct Labor		
Fringe Benefits @ % _____		
Overhead @ % _____		
Capital Equipment		
Other Nonexpendable Equipment (Identify)		
Materials & Supplies (Identify)		
Travel		
Subcontract #1 (DEF Co.)		
Subcontract #2 (GHI Co.)		
Subcontract #3 (Smith)		
Subcontract #4 (Misc)		
Other Direct Costs (Explain)		
Adjustments (Explain)	_____	_____
Total Costs (less G&A)	_____	_____
G&A @ % _____	_____	_____
Total Costs	_____	_____
Fee @ % _____ (if any)	_____	_____
Total Costs and Fee	_____	_____
Credit (explain)	_____	_____
Contractor's share (if any)	_____	_____
Government's share	_____	_____

EXHIBIT B  
Page 2 of 2

STATEMENT OF COST

CERTIFICATION: I hereby certify that this invoice is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent payments made by the Contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Name and Address of Preparer:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## SENSITIVE FOREIGN NATIONS CONTROLS

1. In accordance with Part II, Section I, Subsection II, Clause I.005, SENSITIVE FOREIGN NATIONS CONTROLS, the Contractor shall comply with the requirements of DOE Order 1240.2B, Unclassified Visits and Assignments by Foreign Nationals, of 8/21/92, as amended and DOE Order 1500.3, Foreign Travel Authorization, of 11/10/86, as amended.
2. The following list of Sensitive Countries may be changed from time to time by written notice to the Contractor:

<b>Algeria</b>	<b>Iraq</b>	<b>Russia</b>
<b>Armenia</b>	<b>Israel</b>	<b>Sudan</b>
<b>Azerbaijan</b>	<b>Kazakhstan</b>	<b>Syria</b>
<b>Belarus</b>	<b>Kyrgyzstan</b>	<b>Taiwan</b>
<b>China, People's Republic of</b>	<b>Libya</b>	<b>Tajikistan</b>
<b>Cuba</b>	<b>Moldova</b>	<b>Turkmenistan</b>
<b>Georgia</b>	<b>North Korea, Democratic People's Republic of</b>	<b>Ukraine</b>
<b>India</b>	<b>Pakistan</b>	<b>Uzbekistan</b>
<b>Iran</b>		

3. Countries appear on the above list for reasons of national security, terrorism or nuclear nonproliferation support.
4. Due to the dynamic nature world events, other countries may, at any time, become sensitive. Therefore, caution should be exercised in dealing with citizens of countries not listed to assure that sensitive information, although unclassified in nature, is not inadvertently disclosed. This would include nuclear and other U.S. technology and economic information.
5. Paragraphs 2, 3, and 4 above replace in their entirety Attachment 3 Sensitive Countries (dated 8/21/92) of DOE Order 1240.2B and Attachment 2 Sensitive Countries (dated 2/28/92) of DOE Order 1500.3.

U. S. DEPARTMENT OF ENERGY  
 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
 BIDDERS/OFFERORS  
 SECTION K

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offerors in connection with the award of contracts. To this end, all bidders/offerors submitting a bid/proposal in response to this solicitation must complete Items 2 through 8 and Item 45, and either Items 9 and 10 or Items 11 through 13 of the form, depending on the method of solicitation. Additional representations and certifications (Items 14 through 44) must be completed by the bidder/offeror if required by the solicitation, as indicated by the placement of an "X" to the right of the numerical designation for the Item.

1. Reserved
2. Taxpayer Identification (OCT 1998) (FAR 52.204-3)
3. Women-Owned Business (Other Than Small Business) (MAY 1999) (FAR 52.204-5)
4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)
5. Small Business Program Representation (MAY 1999) (FAR 52.219-1) and Alternate II (MAY 1999)
6. Reserved
7. Prohibition of Nonsegregated Facilities (FEB 1999) (FAR 52.222-21)
8. Previous Contracts and Compliance Reports (FEB 1999) (FAR 52.222-22)

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.

9. Reserved
10. Place of Performance - Sealed Bidding (APR 1985) (FAR 52.214-14)

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, 12, AND 13.

11. Reserved
12. Reserved
13. Place of Performance (OCT 1997) (FAR 52.215-6)

COMPLETE ITEMS 14 THROUGH 45 ONLY AS INDICATED

14. \_\_\_\_\_ Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JAN 1997) (FAR 52.219-19)
15. \_\_\_\_\_ Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (MAY 1999) (FAR 52.219-21)
16. \_\_\_\_\_ Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)

(Through FAC 97-16)

- 17. ☐ Reserved
- 18. ☐ Reserved
- 19. ☒ Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)
- 20. ☒ Certificate Pertaining to Foreign Interests
- 21. ☐ Economic Purchase Quantity-Supplies (AUG 1987) (FAR 52.207-4)
- 22. ☐ Reserved
- 23. ☐ Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services (JUN 1997) (DEAR 952.209-8)
- 24. ☐ Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)
- 25. ☐ Annual Representations and Certifications Sealed Bidding (JAN 1997) (FAR 52.214-30)
- 26. ☐ Annual Representations and Certifications - Negotiation (OCT 1997) (FAR 52.215-7)
- 27. ☒ Small Disadvantaged Business Status (OCT 1999) (FAR 52.219-22)
- 28. ☐ Small Disadvantaged Business Status (OCT 1999) (FAR 52.219-22) with Alternate I (OCT 1998)
- 29. ☒ Affirmative Action Compliance (APR 1984) (FAR 52.222-25)
- 30. ☐ Exemption From Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 1996) (FAR 52.222-48)
- 31. ☐ Reserved
- 32. ☐ Recovered Material Certification (OCT 1997) (FAR 52.223-4)
- 33. ☐ Reserved
- 34. ☒ Certification of Toxic Chemical Release Reporting (OCT 1996) (FAR 52.223-13)
- 35. ☐ Buy American Act - Balance of Payments Program Certificate (FEB 2000) (FAR 52.225-2)
- 36. ☐ Reserved
- 37. ☐ Reserved
- 38. ☐ Patents - Notice of Government Licenses - (APR 1984) (FAR 52.227-7)
- 39. ☒ Representation of Limited Rights Data and Restricted Computer Software (MAY 1999) (FAR 52.227-15)
- 40. ☐ Reserved
- 41. ☒ Cost Accounting Standards Notices and Certification (APR 1998) (FAR 52.230-1)
- 42. ☒ Certification of Final Indirect Costs (JAN 1997) (FAR 52.242-4)
- 43. ☐ Permits, Authorities, or Franchises (JAN 1997) (FAR 52.247-2)
- 44. ☐ Agreement Regarding Workplace Substance Abuse Programs at DOE Facilities (SEP 1997) (DEAR 970.5204-57)
- 45. ☒ Signature/Certification

SECTION K  
U.S. DEPARTMENT OF ENERGY  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS

**1. Reserved**

**2. Taxpayer Identification (OCT 1998) (FAR 52.204-3)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

- ☐ TIN:\_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
  - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U. S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - ☐ Offeror is an agency or instrumentality of a foreign government;
  - ☐ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

## (f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:  
Name\_\_\_\_\_
- TIN\_\_\_\_\_

**3. Women-Owned Business (Other Than Small Business) (MAY 1999)  
(FAR 52.204-5)**

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it 9 is, 9 is not a women-owned business concern.

**4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)**

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principles-
- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency:
- (B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contractor subcontract violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ( ) has not ( ), within a 3 year period preceding this offer, had one or more contract terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management of supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**5. Small Business Concern Representations (MAY 1999) (FAR 52.219-1)**

- (a) (1) The standard industrial classification (SIC) code for this acquisition is \_\_\_\_\_ (insert SIC Code).
- (2) The small business size standard is \_\_\_\_\_ (insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which

proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it 9 is, 9 is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents for general statistical purposes, that it 9 is, 9 is not a small disadvantaged business concern as defines in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it 9 is, 9 is not a women-owned small business concern.

(c) Definitions. "Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or



15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(4) Reserved

Alternate II (JAN 1999)

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

- (i) It **9** is, **9** is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It **9** is, **9** is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_]. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**6. Reserved**

**7. Prohibition of Nonsegregated Facilities (FEB 1999) (FAR 52.222-21)**

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing

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facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (b) The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is violation of the Equal Opportunity clause in the contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **8. Previous Contracts and Compliance Reports (FEB 1999) (FAR52.222-22)**

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEM 10.**

#### **9. Reserved**

#### **10. Place of Performance - Sealed Bidding (APR 1985) (FAR 52.214-14)**

- (a) The bidder, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street  
Address, City, County, State  
Zip Code)

Name and Address of Owner  
and Operator of the Plant or  
Facility if Other than Bidder

\_\_\_\_\_

\_\_\_\_\_

_____	_____
_____	_____

**IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEM 13.**

**11. Reserved**

**12. Reserved**

**13. Place of Performance (OCT 1997) (FAR 52.215-6)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

**COMPLETE ITEMS 14 THROUGH 42 ONLY AS INDICATED ON CHECKLIST.**

**14. Small Business Concern Representation for the Small Business  
Competitiveness Demonstration Program (JAN 1997) (FAR 52.219-19)**

- (a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is not greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

- (b) (Complete only if Offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror [ ] is, [ ] is not an emerging small business.

- (c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following)

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**15. Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (MAY 1999) (FAR 52.219-21)**

(Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past 12 months (check the column if size standard stated in solicitation is expressed in term of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following).

No. of employees	Avg. annual gross revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**16. Certificate of Independent Price Determination (APR 1986) (FAR 52.203-2)**

- (a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices,

- (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**17. Reserved**

**18. Reserved**

**19. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL. Disclosure of Lobbying Activities, to the Contracting Officer, and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclosure accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**20. CERTIFICATE PERTAINING TO FOREIGN INTEREST**

(SEE FOLLOWING PAGE FOR FORM)

<b>CERTIFICATE PERTAINING TO FOREIGN INTERESTS</b> <i>(Type or print all answers)</i>		FORM APPROVED OMB No. 0704-0194 Expires Dec 31, 2000	
The public reporting burden for this collection of information is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0194) 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.			
<b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO YOUR RESPECTIVE COGNIZANT SECURITY OFFICE.</b>			
<b>PENALTY NOTICE</b>			
Failure to answer all questions or any misrepresentation (by omission or concealment, or by misleading, false or partial answers) may serve as a basis for denial of clearance for access to classified information. In addition, Title 18, United States Code 1001, makes it a criminal offense, punishable by a maximum of five (5) years imprisonment, \$15,000 fine or both, knowingly to make a false statement or		representation to any Department or Agency of the United States, as to any matter within the jurisdiction of any Department or Agency of the United States. This includes any statement made herein which is knowingly incorrect, incomplete or misleading in any important particular.	
<b>PROVISIONS</b>			
1. This report is authorized by the Secretary of Defense, as Executive Agent for the National Industrial Security Program, pursuant to Executive Order 12829. While you are not required to respond, your eligibility for a facility clearance cannot be determined if you do not complete this form. The retention of a facility security clearance is contingent upon your compliance with the requirements of DOD 5220.22-M for submission of a revised form as appropriate.		2. When this report is submitted in confidence and is so marked, applicable exemptions to the Freedom of Information Act will be involved to withhold it from public disclosure.  3. Complete all questions on this form. Mark "Yes" or "No" for each question. If your answer is "Yes" furnish in full the complete information under "Remarks"	
<b>QUESTIONS AND ANSWERS</b>			
1. (Answer 1a. or 1b.) a. (For entities which issue stock): Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5 percent or more of the outstanding shares of any class of your organization's equity securities?  b. (For entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5 percent or more of your organization's total capital commitment?		YES	NO
2. Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10 percent or more of any foreign interest?			
3. Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials?			
4. Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organizations?			
5. Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)?			
6. Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)?			
7. During your last fiscal year, did your organization derive:  a. 5 percent or more of its total revenues or net income from any single foreign person?  b. In the aggregate 30 percent or more of its revenues or net income from foreign persons?			
8. Is 10 percent or more of any class of your organization's voting securities held in "nominee" shares, in "street names" or in some other method which does not identify the beneficial owner?			
9. Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)?			
10. Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization?			

**STANDARD FORM 328 (4/1997) (EG)**

REPLACES DD FORM 441S,  
98  
WHICH IS OBSOLETE.

Designed using Perform Pro, WHS/DIOR, Jan

(Through FAC 97-16)



**REMARKS** *(Attach additional sheets, if necessary, for a full detailed statement.)***CERTIFICATION**

I CERTIFY that the entries made by me above are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

WITNESSES:

\_\_\_\_\_  
*(Date Certified)*

By \_\_\_\_\_

\_\_\_\_\_  
*(Contractor)*

NOTE: In case of a corporation, a witness is not required but the certificate below must be completed. Type or print names under all signatures.

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Address)*

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_

of the corporation named as Contractor herein; that \_\_\_\_\_

who signed this certificate on behalf of the Contractor, was then \_\_\_\_\_

of said corporation; that said certificate was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
*(Corporate Seal)*

\_\_\_\_\_  
*(Signature and Date)*

**STANDARD FORM 328 (BACK) (4/1997)**

(Through FAC 97-16)

**21. Economic Purchase Quantity Supplies (AUG 1987) (FAR 52.207-4)**

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

ITEM	QUANTITY	PRICE	
		QUOTATION	TOTAL
<hr/>			
<hr/>			
<hr/>			
<hr/>			

- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**22. Reserved**

**23. Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services (JUN 1997) (DEAR 952-209-8)**

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

- (b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) The statement must contain the following:
  - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
  - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

**24. Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)**

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of \_\_\_\_ calendar days [the Contracting Officer shall insert the number of days].
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_ calendar days.

- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

**25. Annual Representation and Certifications - Sealed Bidding (JAN 1997)  
(FAR 52.214-30)**

The bidder has (check the appropriate block):

- ☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ [insert date of signature on submission], which are incorporated herein by reference, and are current, accurate, and complete as of the date of this bid, except as follows [insert changes that affect only this solicitation; if "none," so state]: \_\_\_\_\_
- ☐ (b) Enclosed its annual representations and certifications.

**26. Annual Representations and Certifications - Negotiation (OCT 1997)  
(FAR 52.215-7)**

The offeror has (check the appropriate block):

- ☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as

of the date of this proposal, except as follows (insert changes that affect only this proposal; if "none," so state):

- [ ] (b) Enclosed its annual representations and certifications.

**27. Small Disadvantaged Business Status (OCT 1999) (FAR 52.219-22)**

- (a) *General.* This provisions is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- (ii) Is has submitted a completed application to the Small Business Administration of a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The*

*offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

**28. Small Disadvantaged Business Status (OCT 1998) (FAR 52.219-22) With Alternate I (OCT 1998)**

- (a) *General.* This provisions is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
  - (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
    - (A) No material change in disadvantaged ownership and control has occurred since its certification;
    - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
    - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
  - (ii) Is has submitted a completed application to the Small Business Administration of a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

- (3) *Address.* The offeror represents that its address **9** is, **9** is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnte.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.
- (c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--
- (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**29. Affirmative Action Compliance (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

**30. Exemption for Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification. (AUG 1996) (FAR 52.222-48)**

- (a) The following certification shall be checked:

## CERTIFICATION

The offeror certifies ( ) /does not certify ( ) that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor, and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

### **31. Reserved**

### **32. Recovered Material Certification (OCT 1997) (FAR 52.223-4)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

### **33. Reserved**

### **34. Certification of Toxic Chemical Release Reporting (OCT 1996) (FAR 52.223-13)**



- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that --
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
    - (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
    - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
    - (iv) The facility does not fall within Standard Industrial Classification code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
    - (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**35. Buy American Act - Balance of Payments Program Certificate (FEB 2000)  
(FAR 52.225-2)**

- i. The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies"), and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

c Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

- c The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**36. Reserved**

**37. Reserved**

**38. Patents - Notice of Government Licenses (APR 1984) (FAR 52.227-7)**

The government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is \_\_\_\_\_ [Contracting Officer fill in], and the royalty rate is \_\_\_\_\_ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- [    ] Owner  
[    ] Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

**39. Representation of Limited Rights Data and Restricted Computer Software (MAY 1999) (FAR 52.227-15)**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in

(Through FAC 97-16)

the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted computer rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- C The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--
- [ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

#### **40. Reserved**

#### **41. Cost Accounting Standards Notices and Certification (APR 1998) (FAR 52.230-1)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

(Through FAC 97-16)

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirements for submission by providing the information requested in paragraph (c) of a Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance and cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal Official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which the proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this period proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclosure because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption

applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

☐ The offeror hereby claims an exemption from the CAS requirements under the provisions of 48 CFR, Subpart 9903.201(b)(2).

III. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$10 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$10 million or more.

IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require change in established cost accounting practices affecting existing contracts and subcontracts.

YES [ ] No [ ]

**42. Certification of Final Indirect Costs (JAN 1997) (FAR 52.242-4)**

- (a) The Contractor shall --
- (1) Certify any proposal to establish or modify final indirect cost rates.
  - (2) Use the format in paragraph (c) of this clause to certify; and
  - (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.
- (b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.
- (c) The certificate of final indirect costs shall read as follows:

**CERTIFICATION OF FINAL INDIRECT COSTS**

This is to certify that I have received this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under applicable costs principles of the FAR or its supplements.

(Through FAC 97-16)

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**43. Permits, Authorities, of Franchises (JAN 1997)(FAR 52.247-2)**

- (a) The offeror does [ ], does not [ ], hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

\_\_\_\_\_  
\_\_\_\_\_(Name of regulatory body)

\_\_\_\_\_  
(Authorization No.)

- (b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

**44. Agreement Regarding Workplace Substance Abuse Programs at DOE Facilities (SEP 1997) (DEAR 970.5204.57)**

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, Workplace Substance Abuse Program at DOE sites.
- (b) By submission of its offer, the offeror agrees to provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707.
- (c) Failure of the offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.



- (d) In addition to other remedies available to the Government, this certification concerns a matter within the jurisdiction of an agency of the United States, and the making of false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.C., Section 1001.

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Signature of officer/employee certifying  
regarding the offeror's workplace  
substance abuse program/Date

---

Typed name and title of  
Signatory

#### **45. Signature/Certification**

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters with the jurisdiction of an agency of the United States and the making a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

---

Signature of the Officer or Employee  
Responsible for the Bid/Offer

---

Date of Execution

---

Typed Name and Title of the Officer or  
Employee Responsible for the  
Bid/Offer

Name of Organization

---

Street

---

City, State

---

SOLICITATION NUMBER

INSTRUCTIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO  
FOREIGN INTERESTS

Question #1:

- a. Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5% or more of the outstanding shares of any class of your organization's equity securities? If yes:
- , Identify the percentage of any class of stock or other securities issued which are owned by foreign persons, broken down by country. Include indirect ownership through one or more intermediate level(s) of subsidiaries. Indicate voting rights of each class of stock.
  - , Are there share holder agreements? If yes, attach a copy(ies), and if none, so state.
  - , Indicate whether a copy of SEC Schedule 13D/13G report has been received from any investor. If yes, attach a copy(ies).

NOTE: Ownership of less than 5% should be included if the holder is entitled to control the appointment and tenure of any management position.

- b. (for entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5% or more of your organization's total capital commitment? If yes:
- , Identify the percentage of total capital commitment which is subscribed by foreign persons.
  - , Is there an agreement(s) with the subscriber(s)? If yes, attach a copy(ies), and if none, so state.

Question #2: Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10% or more of any foreign interest? If yes:

- , Identify the foreign interest by name, country, percentage owned, and personnel who occupy management positions with the organizations.
- , If there are personnel from your organization who occupy management positions with the foreign firm(s), identify the name(s), title, and extent of involvement in the operations of the organizations (to include access to classified information).

Question #3: Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials? If yes:

- , Identify the foreign person(s) by name, title, citizenship, immigration status and clearance or exclusion status.
- , Attach copies of applicable by-laws or articles of incorporation which describe the affected position(s). However, if you have already provided such copies to the Cognizant Security Agency Industrial Security Representative, so state.

Question #4: Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization? If yes:

- , Identify the foreign person(s) by name, title, citizenship, and all details concerning the control or influence.

**NOTE:** If any foreign person(s) have such power, this question shall be answered in the affirmative even if such power has not been exercised, and whether or not it is exercisable through ownership of your facility's securities, if such power may be invoked by contractual arrangements or by other means.

Question #5: Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)? If yes:

- , For each instance, provide the name of the foreign person, country, percentage of gross income derived, and nature of involvement, including:
  - \*whether defense/nuclear related or not
  - \*involvement with classified or export controlled technology
  - \*compliance with export control requirements
- , Where the organization has a large number of involvements and where these involvements are not defense/nuclear related and represent a small percentage of gross income, the explanation can be a generalized statement addressing the totals by country.

Note: We do not expect and will not require the contractor to ask every customer if he/she falls within the NISPOM definition of a foreign person. We will ask the contractor to provide ongoing security education to those individuals who negotiate and/or administer such agreements regarding their responsibilities to report agreements with a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question to "the best of his/her knowledge" or "through his/her best efforts".

Question #6: Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)? If yes:

- , Provide your overall debt-to-equity ratio (in percentage).
- , With respect to indebtedness or liability to a foreign person, indicate to whom indebted or liable, what collateral has been furnished or pledged, and any conditions or covenants of the loan agreement. If stock or assets have been furnished or pledged as collateral, provide a copy of the loan agreement or pertinent extracts thereof (to include procedures to be followed in the event of default).
- , If any debentures are convertible, provide specifics.
- , If loan payments are in default, provide details.
- , This question should be answered in the affirmative if the debt is with a U.S. entity that is owned or controlled either directly or indirectly by a foreign person. If unknown, so state.

Note: As stated above, we do not expect and will not require the contractor to ask every lender if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle lending arrangements regarding their responsibilities to report any such arrangements with a foreign person lender, to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #7: During your last fiscal year, did your organization derive:

- a. 5% or more of its total revenues or net income from any single foreign person?
- b. in the aggregate 30% or more of its revenues or net income from foreign persons?

If yes to either part of the question:

- , Provide overall percentage of income derived from foreign sources by country, nature of involvement, and type of services or products.
- , Indicate if any single foreign source represents in excess of 5% of total revenues or net income.
- , Indicate whether any classified information is involved.
- , State whether facility is in compliance with applicable export control requirements.

Note: As previously stated, we do not expect and will not require the contractor to ask every customer if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle information about company revenues regarding their responsibility to report revenues derived from a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #8: Is 10% or more of your organization's securities held in "nominee shares," in "street names" or in some other method which does not disclose the beneficial owner? If yes:

- , Identify each foreign institutional investor holding 10% or more of the voting stock by name and address and the percentage of stock held.
- , Indicate whether any investor has attempted to, or has exerted any control or influence over appointments to management positions or influenced the policies of the organization.
- , Include copies of SEC Schedule 13D/13G.

Question #9: Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)? If yes:

- , Provide the name, title, citizenship, immigration status and clearance or exclusion status on all such persons.
- , Identify, by name and address, each foreign organization with which such persons serve and indicate the capacity in which they are serving.
- , Include a Statement of Full Disclosure of Foreign Affiliations for every cleared individual who is a representative of a foreign interest.

Note: We expect the contractor to be able to answer this question fully for those individuals holding such positions with his/her foreign subsidiaries and any foreign interests. However, we do not expect and will not require the contractor to ask every individual to ascertain if he/she is serving as a director, officer or manager of a foreign person. We will ask the contractor to provide ongoing security education to all key management personnel of their responsibilities to report serving as an interlocking director or in any other type of positions with a foreign person to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #10: Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization? If yes:

- , Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.

## DEFINITIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS

Affiliate - Any entity effectively owned or controlled by another entity.

Beneficial Owner - The true owner of a security who may, for convenience, be recorded under the name of a nominee. Such ownership entitles the owner to the power to vote or direct the voting of a security or to impose or direct the disposition of a security.

Bond - A certificate which is evidence of a debt in which the issuer promises to repay a specific amount of money to the bondholder, plus a certain amount of interest, within a fixed period of time.

Convertible Debentures - Bonds which the holder can exchange for shares of voting stock.

Covenant - A detailed clause in a lending agreement designed to protect the lender.

Debenture - A general debt unsecured by a pledge of any specific piece of property. Like any other general creditor claims, a debenture is secured by any property not otherwise pledged.

Debt-to-Equity Ratio - Total liabilities divided by total shareholders' equity (total assets minus total liabilities of a corporation; also called stockholders' equity, equity, and net worth). This shows to what extent owners' equity can cushion creditors' claims in the event of liquidation.

Equity Security: An ownership interest in a company, most often taking the form of corporate stock.

Foreign Interest - Any foreign government, agency of a foreign government, or representative of a foreign government; any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the United States.

Foreign Person - Any foreign interest and any US person effectively owned or controlled by a foreign interest.

Guarantor - One who makes the guaranty (an agreement or promise to answer for the debt, default or miscarriage of another).



Immigration Status - Legal basis for a non-US citizen's residence in the United States (e.g., work visa, admission for permanent residence). Note: Immigration and Naturalization Service Form I-9 is an excellent source for this information.

Joint Venture - A partnership or cooperative agreement between two or more persons or firms, usually restricted to a single specific undertaking. Normally the undertaking is of short duration, such as for the design and construction of a dam.

Liability - Claim on the assets of a company or individual.

Licensing Agreement - A permit granted by one business to another which permits duplication of processes and production of similar items.

Management Positions - for the purposes of the questions on this form, management positions shall include owners, officers, directors, partners, regents, trustees, senior management officials, other executive personnel and the facility security officer.

Nominee Share - A share of stock or registered bond certificate which has been registered in a name other than the actual owner.

Proxy - One who acts for another. Also, the document by which such a representative is authorized to act.

Representative of a Foreign Interest (RFI) - A citizen or national of the U.S., who is acting as a representative of a foreign interest (see Foreign Interest).

S.E.C. Schedule 13D - This schedule discloses beneficial ownership of certain registered equity securities. Any person or group of persons who acquire a beneficial ownership of more than 5 percent of a class of registered equity securities of certain issuers must file a Schedule 13D reporting such acquisition with certain other information.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <div style="font-size: 2em; float: left; margin-right: 10px;">9</div> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <div style="font-size: 2em; float: left; margin-right: 10px;">9</div> a. Bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <div style="font-size: 2em; float: left; margin-right: 10px;">9</div> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <div style="display: flex; justify-content: space-between;"> <div>9 Prime</div> <div>9 Subawardee Tier _____, if known:</div> </div>  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>    Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
(attach continuation sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment</b> <i>(check all that apply):</i>  \$ _____ 9 actual      9 planned	<b>13. Type of Payment</b> <i>(check all that apply):</i>  <div style="display: flex;"> <div style="font-size: 2em; margin-right: 10px;">9</div> <div> a. retainer  b. one-time fee  c. commission  d. contingent fee  e. deferred  f. other specify: _____ </div> </div>	
<b>12. Form of Payment</b> <i>(check all that apply):</i>  <div style="display: flex;"> <div style="font-size: 2em; margin-right: 10px;">9</div> <div> a. cash  b. in-kind; specify: nature _____  value _____ </div> </div>		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>    (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> 9 Yes      9 No		
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintain the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## ORGANIZATIONAL CONFLICTS OF INTEREST

### REQUIREMENTS

In compliance with Public Law 95-39 (Sec. 401) and 95-70 (Section 10), and Department of Energy Procurement Regulation §9-1.54 which implements these laws, your offer must provide the information and assurances called for by the forms provided in this section.

The offeror must submit (as a part of Volume I, Offer and Other Documents) the following documents from each of the entities 1/ listed below:

1. Either the Organizational Conflicts of Interest (OCI) (a) Representation Statement or (b) the Organizational Conflict of Interest (OCI) Disclosure Statement. If the OCI Disclosure Statement is signed, provide an attachment showing the information required.
2. The OCI Questionnaire; if you answer any questions "yes," provide an attachment showing the information requested.
3. If applicable, a copy of the most current 10 K report submitted to the Securities and Exchange Commission (SEC) and the most current Annual Report.

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1/ The types of entities or individuals which are required to complete the forms listed above are as follows:

1. The prime contractor.
2. The subcontractor(s) (unless the subcontractor(s) is only providing supplies) and consultants at every tier.
3. All affiliates of the foregoing.
4. Any entities owned or represented by the chief executives or directors of: the prime contractor; any of the subcontractors, except for those only providing supplies; and any of the consultants.
5. Chief executives and directors - if they will be involved in performing the proposed work of: the prime contractor; the subcontractors at every tier (except for subcontractors which are only providing supplies); consultants at every tier; and all affiliates of the foregoing.

## NOTICE

Apart from other remedies allowed by law or contract, any nondisclosure or misrepresentation of relevant facts required by the OCI regulations may result in the Department disqualifying the violator from future Department contracts.

Your attention is directed to Part I, Section C-14, "Organizational Conflicts of Interest Disclosure or Representation" and to Part III, Section L, General Provision Clause entitled "Organizational Conflicts of Interest."

## DISCUSSION

It is the policy of the Department of Energy to identify and avoid or mitigate organizational conflicts of interest (OCI) before entering into contracts, agreements and other arrangements.

Generally, to determine whether an organizational conflict of interest exists, the Department considers these two questions:

- C Are there conflicting roles which might bias a contractor's judgment in relation to its work for the Department?
- C Is the contractor being given an unfair competitive advantage based on the performance of the contract?

Department personnel will examine with particular care proposed work that calls for advising, consulting, or evaluating in areas that will directly influence Departmental decisions about future procurements, R&D programs, production and regulatory activities.

Using common sense and good business judgment, the Contracting Officer will determine whether an organizational conflict of interest exists after examining:

- C all relevant facts submitted by the offeror:
- C the statement of work; and
- C information gained from other sources.

If a conflict does exist, the Contracting Officer:

- C shall avoid any conflicts by including appropriate conditions in the contract; or
- C shall disqualify the offeror from award; or

- C may award the contract if the Secretary (or Secretary's designee) determines that awarding the contract--despite the conflict--is in the best interest of the United States. Circumstances justifying such a determination include situations where "the public exigency will not otherwise permit" and situations where the work or services cannot otherwise be obtained. In these cases, clauses are included in the contract to mitigate the conflict to the extent feasible and a notice of award is published in the Federal Register.

## DEFINITIONS

1. The term "organization conflicts of interest" means that a relationship or situation exists whereby an offeror or a contractor (including chief executives and directors, to the extent that they will or do become involved in the performance of the contract, and proposed consultants or subcontractors where they may be performing services similar to the services provided by the prime) has past, present, or currently planned interests that either directly or indirectly (through a client, contractual, financial, organizational; or other relationship) may relate to the work to be performed under a Department contract and which (a) may diminish its capacity to give impartial, technically sound, objective assistance and advice, or (b) may result in it being an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the contract.
2. The term "affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (See 41 CFR §1-1.601-1(e)).
3. The term "energy concern" as defined by Public Law 95-91, Section 601(b), includes:
  - (a) Any person significantly engaged in the business of developing, extracting, producing, refining, transporting by pipeline, converting into synthetic fuel, distributing, or selling minerals for use as an energy source, or in the generation or transmission of energy from such minerals or from wastes or renewable resources;
  - (b) Any person holding an interest in property from which coal, natural gas, crude oil, nuclear material or a renewable resource is commercially produced or obtained;
  - (c) Any person significantly engaged in the business of producing, generating, transmitting, distributing, or selling electric power;

- (d) Any person significantly engaged in development, production, processing, sale or distribution of nuclear materials, facilities or technology; and
- (e) Any person--
  - (1) significantly engaged in the business of conducting research, development, or demonstration related to an activity described in paragraphs (a), (b), (c), (d); or
  - (2) significantly engaged in conducting such research, development, or demonstration with financial assistance under any Act the functions of which are vested in or delegated or transferred to the Secretary of the Department of Energy.

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COMPLETE ONE OR THE OTHER BUT NOT BOTH  
Contract/Proposal/RFP # DE-\_\_\_\_\_

OCI REPRESENTATION STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (financial, contractual, personal, organizational or otherwise) which relate to the proposed work; and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice; or (2) being given an unfair 2/ competitive advantage.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Organization: \_\_\_\_\_  
Title: \_\_\_\_\_

OCI DISCLOSURE STATEMENT

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts--concerning past, present or currently planned interests or activities (financial, contractual, organizational or otherwise) which relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair 2/ competitive advantage-- are fully disclosed on the attached \_\_\_\_\_ page(s) and formatted to show:

- C For ease of presentation, divide following data into four parts: Organizational, contractual, financial, other;
- C The company, agency, organization in which you have a past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- C A brief description of relationship;
- C A period of relationship;
- C The extent of relationship (e.g., value of financial interest of work; percent of total holdings, total work, etc.).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Organization: \_\_\_\_\_  
Title: \_\_\_\_\_

2/ An unfair competitive advantage does not include the normal flow of benefits from the performance of the contract.

Name of Person  
or Organization: \_\_\_\_\_

OCI QUESTIONNAIRE

Contract/Proposal/RFP # DE-AC03-97SF21256

1. Will you (or your organization) be involved in the performance of any portion of proposed work?  
☐ No.  
☐ Yes. The portion of the proposed work; the proposed hours and dollar value; and the type of involvement are fully disclosed on the attached pages.
2. What is (are) the major type(s) of business conducted by you (or your organization)? Please reply on the attached pages.
3. Do you (or your organization) have any affiliates 3/?  
☐ No.  
☐ Yes. The name and a description of the major type(s) of business that each affiliate conducts is disclosed on the attached pages.
4. Will any of the following be involved in performing the proposed work: (a) any entities owned or represented by you (or your organization); (b) your organization's Chief Executive; any of its directors; or (c) any affiliates 3/?  
☐ No.  
☐ Yes. A full disclosure and discussion is given in the attached pages.
5. Are you (or your organization) an energy concern 3/?  
☐ No.  
☐ Yes. A full disclosure and discussion is given on the attached pages.
6. Do you (or your organization) have a direct or indirect relationship (financial, organizational, contractual or otherwise) with any business entity which could be affected in any way by the proposed work?  
☐ No.  
☐ Yes. List the business entity (ies) showing the nature of your relationship and how it would be affected by the proposed work.

3/ See Definitions in this attachment.

Name of Person  
or Organization: \_\_\_\_\_

OCI QUESTIONNAIRE

7. What percentage of your total income for the current and preceding fiscal years resulted from arrangements with any of the entities identified in Question 6 above?

\_\_\_% For the current fiscal year--lasting from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_.

\_\_\_% For the preceding fiscal year-- lasting from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_.

8. Do you (or your organization) currently have or have you had during the past six (6) years any arrangements (for example, contracts and cooperative agreements) awarded, administered, or funded--wholly or partly--by the Department of Energy or any other Federal Agency which relate to the proposed Statement of Work?

( ) No.

( ) Yes. A full disclosure and discussion is given on the attached pages.

9. Do you (or your organization) have or have you ever had any contracts, agreements, special clauses, or other arrangements which prohibit you (or your organization) from proposing work to be performed in this solicitation or any portion thereof?

( ) No.

( ) Yes. A full disclosure and discussion is given on the attached pages.

10. Do you (or your organization) have any involvement with or interest (direct or indirect) in technologies which are or may be subjects of the contract, or which may be substitutable for such technologies?

( ) No.

( ) Yes. A full disclosure and discussion is given on the attached pages.

11. Could you (or your organization) in either your private or Government business pursuits utilize information acquired in the performance of the proposed work; such as:

(a) Data generated under the contract?

(b) Information concerning DOE plans and programs?

(c) Confidential and proprietary data of others?

( ) No.

( ) Yes. A full disclosure and discussion is given on the attached pages.

Name of Person  
or Organization: \_\_\_\_\_

OCI QUESTIONNAIRE

12. Under the proposed work, will you (or your organization) evaluate or inspect your own services or products, or the services or products of any other entity that has a relationship (e.g., client, organizational, financial, or other) with you (or your organization). This could include evaluating or inspecting a competitor's goods and services.

- ( ) No.  
( ) Yes. A full disclosure and discussion is given on the attached pages.

13. To avoid what you perceive as a possible organizational conflict of interest, do you (or your organization) propose to: exclude portions of the proposed work; employ special clauses; or take other measures?

- ( ) No.  
( ) Yes. A full discussion is given on the attached pages.  
( ) No possibility of an organizational conflict of interest is perceived. This answer is briefly justified on the attached pages.

I hereby certify that I have the authority to represent my organization, if applicable, and that-  
- to the best of my knowledge and belief-- the facts and representations presented on the  
three pages of this questionnaire and on the \_\_\_\_\_ pages of the attachment to it are  
accurate and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Title: \_\_\_\_\_

INTENTION TO PROPOSE FORM

WE \_\_\_\_\_ DO INTEND TO SUBMIT A PROPOSAL.

WE \_\_\_\_\_ DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE  
FOLLOWING REASONS:

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NAME AND ADDRESS OF FIRM OR ORGANIZATION (Include Zip Code):

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AUTHORIZED SIGNATURE: \_\_\_\_\_

TYPED OR PRINTED NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: Unless otherwise stated in the solicitation, no other solicitation material should be returned if you do not intent to submit a proposal.

MAIL TO:

U. S. DEPARTMENT OF ENERGY  
OAKLAND OPERATIONS OFFICE  
CONTRACTS, ACQUISITION AND PROPERTY DIVISION  
1301 CLAY STREET, ROOM 700N  
OAKLAND, CA 94612-5208  
ATTN: Wayne Bryan, CAPD

## INSTRUCTIONS FOR SUBMITTING COST/PRICE PROPOSALS WHEN COST OR PRICING DATA ARE REQUIRED

This document provides instructions for preparing a contract pricing proposal when cost or pricing data are required.

**NOTE 1.** There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

**NOTE 2.** By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

### **I. General Instructions**

- A. You must provide the following information on the first page of your pricing proposal:
  - (1) Solicitation, contract, and/or modification number;
  - (2) Name and address of offeror;
  - (3) Name and telephone number of point of contact;
  - (4) Name of contract administration office (if available);
  - (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
  - (6) Proposed cost; profit or fee; and total;

- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;

- (9) The following statement:

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

- (10) Date of submission; and

- (11) Name, title and signature of authorized representative.

- B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.
- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including-

- (a) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - (b) The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

## **II. Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. Materials and services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph IIA(2) of this



table. These requirements also apply to all subcontractors if required to submit cost or pricing data.

- (1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).
- (2) All Other. Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractors proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

- B. Direct Labor. Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation,
- D. Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. Royalties. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers.
  - (4) Patent application serial numbers, or other basis on which the royalty is payable.
  - (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
  - (6) Percentage or dollar rate of royalty per unit.
  - (7) Unit price of contract item.
  - (8) Number of units.
  - (9) Total dollar amount of royalties.
  - (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).
- F. Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

### III. Formats for Submission of Line Item Summaries

#### A. New Contracts (including Letter Contracts).

COST ELEMENTS	PROPOSED CONTRACT ESTIMATE-TOTAL COST	PROPOSED CONTRACT ESTIMATE-UNIT COST	REFERENCE
(1)	(2)	(3)	(4)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

#### B. Change Orders, Modifications, and Claims.

COST ELEMENTS	ESTIMATED COST OF ALL WORK DELETED	COST OF DELETED WORK ALREADY PERFORMED	NET COST TO BE DELETED	COST OF WORK ADDED	NET COST OF CHANGE	REFERENCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include the current estimates of what the cost would have been to complete deleted work not yet performed (not the original proposal estimates) and the cost of deleted work already performed.

Under Column (3) - Include the incurred cost of deleted work already performed, using actuals incurred if possible; or, if actuals are not available, estimates in the contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).

Under Column (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

Under Column (6) - Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (4) minus Column (5) equal Column (6). When this result is negative, place the amount in parentheses.

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination.

CUTOFF DATE	NUMBER OF UNITS COMPLETED	NUMBER OF UNITS TO BE COMPLETED	CONTRACT AMOUNT	REDETERMINATION PROPOSAL AMOUNT	DIFFERENCE
(1)	(2)	(3)	(4)	(5)	(6)

COST ELEMENTS	INCURRED COST PREPRODUCTION	INCURRED COST - COMPLETED UNITS	INCURRED COST - WORK IN PROCESS	TOTAL INCURRED COST	EST. COST TO COMPLETE	EST. TOTAL COST	REF
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination amount proposal.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When the result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from the offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from the offeror's records, enter in this column the offeror's best estimates. Explain the basis for each estimate and how the costs are charged on the offeror's accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also show how the costs would be allocated to the units at their various stages of contract completion.

Under Column (9) - Enter in Column (9) the production costs from the offeror's books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date.

Under Column (10) - Enter the costs of work in process as determined from the offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in the contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish

experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which the offeror's proposal relates.

Under Column (11) - Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12) - Enter those necessary and reasonable costs that in the contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which the contractor's proposal relates.

Under Column (13) - Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

GUIDE TO PREPARATION OF  
SUPPLEMENTAL ATTACHMENT  
(COST ELEMENT DETAIL)

1. DIRECT MATERIAL (Itemize on Attached Schedule)			Est. Cost (\$)	Total Est. Cost	Refer- ence
a. PURCHASED PARTS					
b. SUBCONTRACTED ITEMS					
c. OTHER - (1) RAW MATERIAL					
(2) YOUR STANDARD COMMERCIAL ITEMS					
(3) INTERDIVISIONAL TRANSFERS (at other than cost)					
Total Direct Material					
2. MATERIAL OVERHEAD (Rate    %x \$    )					
3. DIRECT LABOR (Specify Labor Category)	Est. Hours	Rate/ Hour	Est. Cost (\$)		
Total Direct Labor					
4. LABOR OVERHEAD (Specify Dept. or Cost Center)	O. H. Rate	X Base	Est. Cost (\$)		
Total Labor Overhead					
5. EQUIPMENT (Unit Cost of \$25,000 or more)					
a. CAPITAL EQUIPMENT (Itemize on Attached Schedule)					
b. SPECIAL TEST EQUIPMENT (Itemize on Attached Schedule)					
Total Equipment					
6. TRAVEL (If Direct Cost) (Itemize on Attached Schedule)			Est. Cost (\$)		
a. TRANSPORTATION					
b. PER DIEM OR SUBSISTENCE					
Total Travel					
7. CONSULTANTS (Identify Name, Purpose, and Rate)			Est. Cost (\$)		
Total Consultants					
8. OTHER DIRECT COSTS (itemize on Attached Schedule)					
9. TOTAL DIRECT COST AND OVERHEAD					
10. GEN. & ADMIN. EXPENSE (Exclusive of IR&D) (Rate    % of Element   #'s    )					
11. IR&D EXPENSE (Rate    % of Element #'s    )					
12. FACILITIES CAPITAL COST OF MONEY (If Proposed, Attach DOE F 1332.6)					
13. TOTAL ESTIMATED COST					
14. FEE OR PROFIT					
15. TOTAL ESTIMATED COST AND FEE OR PROFIT					

1. CONTRACTOR			2. IDENTIFICATION NO.	
BUSINESS UNIT			3. PERFORMANCE PERIOD	
ADDRESS				
4.	5.	6.	FACILITIES CAPITAL COST OF MONEY	
OVERHEAD POOLS	COST ACCOUNTING PERIOD	CONTRACT OVERHEAD ALLOCATION BASE	7. FACTORS	8. AMOUNT
9. CONTRACT FACILITIES CAPITAL COST OF MONEY				
10. FACILITIES CAPITAL COST OF MONEY RATE				
11. CONTRACT FACILITIES CAPITAL EMPLOYED				



INSTRUCTIONS FOR DOE F 1332.6  
CONTRACT FACILITIES CAPITAL AND COST OF MONEY

**PURPOSE**

The purpose of this form is to compute the estimated facilities capital to be employed for a specific contract proposal. An intermediate step is to compute the estimated facilities capital cost of money, using the Facilities Capital Cost of Money Factors developed on Form(s) CASB-CMF. This procedure is intended to be fully compatible with Cost Accounting Standard 414, "Cost of Money as an Element of the Cost of Facilities Capital," and extend those criteria and techniques to prospective periods for forward pricing purposes. Measurement of the amount of facilities capital employed is discussed in FAR 31.205-10.

**INSTRUCTIONS**

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| <p><b>ITEM 1.</b> Enter the name and address of the contractor and business unit.</p> <p><b>ITEM 2.</b> Enter the specific contract or request for proposal number to which the computation pertains.</p> <p><b>ITEM 3.</b> Enter the estimated performance period of the contract.</p> <p><b>ITEM 4.</b> Enter the names of all the business unit overhead pool and direct charging service/support centers whose costs will be allocated to this contract. The structure must be compatible with the contractor's cost proposal and Form(s) CASB-CMF.</p> <p><b>ITEM 5.</b> This column is used only for the "projected" method of estimating contract facilities capital employed and cost of money. Each Overhead Pool listed must be further broken down by each Cost Accounting Period impacted by the Performance Period of the contract. The yearly breakdown must also correspond to yearly overhead allocation bases in the contractor's cost proposal, and to separate Forms CASB-CMF for each year listed. If the "historical" method is used, the column should be ignored.</p> <p><b>ITEM 6.</b> For each Overhead Pool and Cost Accounting Period listed, record the same Contract Overhead Allocation Base amounts used in the pricing report to derive the prenegotiated cost objective. Such amounts should be the same as those used for burdening contract overhead or applying service/support center use charges. The base units of measure (direct labor dollars, direct labor hours, direct material dollars, etc.) must agree with those used on the Form(s) CASB-CMF.</p> | <p><b>ITEM 7.</b> Carry the appropriate estimated Facilities Capital Cost of Money Factors from the Form(s) CASB-CMF. Business units, overhead pools, and cost accounting periods must agree.</p> <p><b>ITEM 8.</b> Enter the product of each Contract Overhead Allocation Base (Column 6) multiplied by its related Facilities Capital Cost of Money Factor (Column 7).</p> <p><b>ITEM 9.</b> Enter the sum of Column 8. This represents the contract's allocable share of the business unit's estimated cost of money for the cost accounting period(s) impacted by the contract performance period. Therefore, it represents a portion of the total(s) of Column 8 of Form CASB-CMF.</p> <p><b>ITEM 10.</b> Enter the same Cost of Money Rate used in Column 4 of the Form(s) CASB-CMF. Only one rate will be used in the facilities capital estimating process regardless of the length of the contract performance period.</p> <p><b>ITEM 11.</b> Enter the quotient of Item 9 divided by Item 10. This represents the contract's allocable share of the business unit's estimated facilities value for the cost accounting period(s) impacted by the contract. Therefore, it represents a portion of the total(s) of Column 7 of Form CASB-CMF.</p> |
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## CLIENT AUTHORIZATION LETTER

Date

SUBJECT: Past Performance Evaluation

Dear Client:

We are currently responding to the Department of Energy's (DOE) Request for Proposal (RFP) #DE-SB03-\_\_\_\_\_ for the procurement of \_\_\_\_\_.

DOE is placing increased emphasis on past performance as a source selection factor. As such, a requirement of this response is that past clients of ours be identified and participate in the evaluation process. You are hereby authorized to respond to this and other inquiries.

We have identified Mr./Ms.\_\_\_\_\_ of your organization as the point of contact based on his/her knowledge concerning our work.

Please complete the enclosed Contractor Performance Report Form and forward it directly to DOE, Oakland Operations Office, Contracts, Acquisition and Property Division, Attn:\_\_\_\_\_, 1301 Clay Street, Oakland, CA 94612-5208, telephone #510-637-\_\_\_\_\_. E-mail responses may be sent to the following address: \_\_\_\_\_@oak.doe.gov.

A response to this questionnaire is requested to the above address no earlier than \_\_\_\_\_ no later than \_\_\_\_\_.

Your cooperation is appreciated. Any questions may be directed to: \_\_\_\_\_.

Sincerely,

Enclosure

LIST OF GOVERNMENT PROPERTY - CONTRACTOR ACQUIRED

None

LIST OF GOVERNMENT PROPERTY - FURNISHED

None